

EXHIBIT C  
RFP 00001248  
SAMPLE CONSTRUCTION SERVICES CONTRACT  
**REQUEST FOR PROPOSALS NUMBER 00001248**

**CONTRACT NUMBER : 3000XXXX**

F O R

**BULL RUN FILTRATION FACILITY  
CONSTRUCTION MANAGER / GENERAL CONTRACTOR SERVICES**

Office of Public Works, Portland Water Bureau

Pursuant to Ordinance Number 189146

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between \_\_\_\_\_, ("Construction Manager / General Contractor"), and the City of Portland, Oregon, 1221 SW Fourth Avenue, Portland, Oregon, 97204, by and through its duly authorized representatives ("City" or "Owner"). Collectively, CM/GC and City shall be referred to as "parties" and each may individually be referenced as "party".

I. The Parties agree as follows:

1. City shall pay the CM/GC for the Reimbursable Costs of the Work and the CM/GC Fee up to the Guaranteed Maximum Price of \$ \_\_\_\_\_ for the Work to be performed, attached as Exhibit A, acceptance of which was recommended by the Chief Procurement Officer's Report and adopted by Council on \_\_\_\_\_, 20XX;
2. CM/GC hereby agrees to perform the Work specified in the Contract Documents.
3. CM/GC shall begin work as stated in the Notice to Proceed from the City. CM/GC shall order all materials and equipment and commence work hereunder in accordance with the Specifications and shall achieve Substantial Completion of the Work by \_\_\_\_\_, 20XX. CM/GC shall achieve Final Completion not later than \_\_\_\_\_ Days after the earlier of Substantial Completion or the required date for Substantial Completion.
4. The Contract Documents include this document and the Contract Documents hereafter described which are, by this reference, incorporated herein as if set forth verbatim and on file in the Office of the City Auditor:
  - a. The Request for Proposals, and Addenda No. \_\_\_\_\_;
  - b. CM/GC's Proposal, Certification and Contract Offer dated \_\_\_\_\_;
  - c. The General Conditions dated \_\_\_\_\_;
  - d. The Project Plans and Specifications;
  - e. The CM/GC's Community Benefit Agreement, dated February 2020; and
5. That no officer or employee of the City is or shall be entitled to any share, part, or benefit(s) derived from this contract, except as permitted by City Code and City Human Resource policies.

EXHIBIT C  
RFP 00001248  
SAMPLE CONSTRUCTION SERVICES CONTRACT

6. That CM/GC will provide a Performance Bond and Payment Bond and the necessary Certificates of Insurance as required by the Contract Documents.
7. The CM/GC will provide the Acknowledgement/Release Certification Form and Warranty Guarantee required by the Contract Documents.
8. The applicable prevailing wage rates for this project will be the rates in the BOLI publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon" including any applicable amendments in effect at the time this Contract is fully executed, which are hereby incorporated into this Contract by this reference.
9. Time is of the essence. Therefore, if CM/GC fails to complete this project within the time specified or within any extension of time, CM/GC shall pay as fixed and agreed, liquidated damages in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per Day for failure to achieve the date of Substantial Completion or \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per Day for failure to achieve Final Completion pursuant to the Contract Documents.
10. The City requires that the CM/GC's identified key personnel are committed to and shall work on the entire scope of the project including all phases. The CM/GC's Project Manager shall work full time and exclusively on the project during the entire project. Any substitution of key personnel made after contract award must be reviewed and approved in writing by the City. Any substitution of key personnel without the City's written approval will be considered a material breach of this contract.

II. It is understood and agreed by the parties hereto that:

1. Any reference in this contract to the General Conditions of the Contract documents is intended as convenience to the parties in the administration of this contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this contract of any provision of the General Conditions of the Contract documents is not intended, nor shall such be construed to change, alter, modify, amend, or delete the requirements of the General Conditions of the Contract documents.
2. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to the contract as evidence by but not limited to the provisions of Appendix "A", attached hereto and by this reference made a part of this contract.
3. This contract shall be effective when signed by both parties to the agreement.
4. All rights of action for any breach of the contract by the CM/GC are reserved to the City. By executing this agreement, neither party intends to create any third-party beneficiary rights in any other person or entity.

EXHIBIT C  
RFP 00001248  
SAMPLE CONSTRUCTION SERVICES CONTRACT  
APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules, ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.

- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

- Pursuant to ORS 279C.515(1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-

EXHIBIT C  
RFP 00001248

SAMPLE CONSTRUCTION SERVICES CONTRACT

partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.

- Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).
- Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008

EXHIBIT C  
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**Contract Number:** \_\_\_\_\_ **Amendment/Change Order Number:**   n/a  

**Contract Description: BULL RUN FILTRATION FACILITY  
CONSTRUCTION MANAGER / GENERAL CONTRACTOR SERVICES**

This Contract encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether verbal or written.

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one (1) and the same agreement.

The parties agree the City and CM/GC may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

CONSTRUCTION MANAGER / GENERAL CONTRACTOR(S)

(Affix Corporate Seal)

**(CONTRACTOR NAME)**

**BY** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:**

**Telephone No:**

**Fax No:**

STATE OF OREGON  
CM/GC'S BOARD NUMBER

\_\_\_\_\_

CITY OF PORTLAND  
TAX REGISTRATION NUMBER

\_\_\_\_\_